

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Nicole V. Godbolt-Greene		CHAPTER 13
	<u>Debtor</u>	
NATIONSTAR MORTGAGE LLC		
	<u>Movant</u>	NO. 17-11618 MDC
vs.		
Nicole V. Godbolt-Greene		
	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq.		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The Automatic Stay, vacated on July 30, 2018, is now reinstated.
2. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,334.23, which breaks down as follows;

Post-Petition Payments:	May 2018 to October 2018 at \$560.48/month
Suspense:	(\$28.65)
<b>Total Post-Petition Arrears</b>	<b>\$3,334.23</b>

3. The Debtor(s) shall cure said arrearages in the following manner;
  - a) The Debtor shall bring the account current by October 31, 2018;
  - b). Maintenance of current monthly mortgage payments to the Movant will begin on November 1, 2018 in the amount of \$560.48 per month or as changed as provided for by the loan documents.
4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

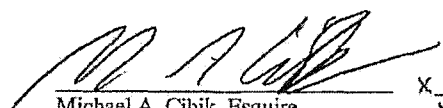
9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 1, 2018

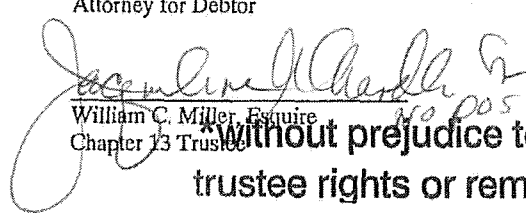
By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 10/10/18

  
Michael A. Cibik, Esquire  
Attorney for Debtor

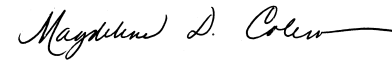
x Nicole Godbolt-Greene  
Nicole Godbolt-Greene

Date: 10/29/18

  
William C. Miller, Esquire  
Chapter 13 Trustee

**Without prejudice to any  
trustee rights or remedies**

Approved by the Court this 31st day of October, 2018. However, the court retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Magdeline D. Coleman